



# SAMPLE PRODUCTION CONTRACT

**Below please find guidelines and sample production contract language for considerations when capturing photography or videography.**

## USAGE & LICENSING

*Often production partners will agree upon a total amount of photos to license. The Colorado Tourism Office / Karsh Hagan always try to negotiate acquiring all raw photos/footage and a usage term of at least 3 years, but prefer usage in perpetuity when possible. We always list third party partner organizations within our statewide usage as well.*

Licensing: Subject to the terms and conditions below, (Production Company) the creator of the work ('Work') referenced in this document hereby grants to Colorado Tourism Office defined herein ('Client') an exclusive license to use the work. The Colorado Tourism Office may leverage photography with other third party tourism partners such as Destination Marketing Offices or organizations to further support marketing efforts of the state.

Usage: The work will be utilized in organic and paid marketing efforts in channels such as, but not limited to: Broadcast, Connected TV, Digital Video, Pre-Roll Video, Digital Display Ads, Social Media, Print, OOH, Public Relations Editorial/Media Stories, etc.

Term: Worldwide for three years. After three years, the license shall be valid for an unlimited time but exclusivity shall expire. This license shall be valid for An Unlimited Time and shall cover publication of the Work in the following media only: Unlimited Media.

## ESTIMATE TERMS

*With the nature of production work, partners will require 50% of their total estimate upon booking, with the remaining 50% due upon shoot completion. These clauses are typically in place for force majeure situations like last minute cancellation due to global pandemic.*

Estimate is valid for 14 days from the date of issue. A purchase order or signed estimate and 50% of the estimate total is due upon booking. Job cancellation within 72 hours = 25% of fees, plus all incurred expenses. Job cancellation within 48 hours = 50% of fees, plus all incurred expenses. Job cancellation within 24 hours = 100% of fees, plus all incurred expenses. Final billing will reflect actual expenses. All rights not specifically granted in writing, including copyright, remain the exclusive property of (Production Company.)

## TALENT & LOCATION RELEASES

*Talent and location releases are vital to ensure that we can use a person or a business' likeness in photography and videography. These documents should be obtained the day of the shoot and should be filed for safekeeping in the event that a person/location may contest the usage of their likeness. Sample forms are below.*

## Model Image Release

I hereby grant to \_\_\_\_\_ and its agency "Organization" the absolute and irrevocable right and unrestricted permission to use photographic portraits, editorials, video, digital or film images, or any pictures taken of me, to use, re-use, publish and re-publish the same in whole or in part, individually or in conjunction with other photographs and any printed or video graphic matter, in any and all media now or hereafter known, and for any purpose whatsoever allowed by law for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; from time to time, in conjunction with our own or a fictitious name, or reproduction thereof in color, black and white or otherwise made through any media.

I hereby waive any right that I may have to inspect or approve the finished product or products or the advertising copy, printed, electronic or video graphic matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge and agree to hold harmless \_\_\_\_\_, their legal representatives or assigns, and all persons acting under their permission or authority, or those for whom they are acting, from any liability in connection with the use of the images as aforesaid or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise, as well as any publication thereof.

I understand that the editorial content and photographs and videos will be included in \_\_\_\_\_ files for current and future use. I agree that the editorial content, images, the transparencies thereof, and the rights to copyright the same shall be the sole property of \_\_\_\_\_, with full right of lawful disposition in any manner.

I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization, release and agreement, and that I am fully familiar with the contents thereof.

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Name \_\_\_\_\_  
(please print clearly)

Gender:                      F                      M

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_

It is recommended to attach an iPhone photo to a digital copy of the signed release for future reference.

## STANDARD LOCATION RELEASE

SERIES / PROGRAM TITLE:

PRODUCTION DATE:

Permission is hereby granted to [YOUR NAME] to use the property located at

consisting of

for the purpose of photographing and recording scenes for the above program produced by [YOUR NAME].

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to [YOUR NAME], its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

[YOUR NAME] hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which [YOUR NAME], and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds [YOUR NAME], and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of [YOUR NAME], or its/his/her agents.

By (Property Owner/Manager): \_\_\_\_\_

Signature of Authorized Property Representative

Date: \_\_\_\_\_

Filmmaker/Film Location Manager: \_\_\_\_\_

Date: \_\_\_\_\_